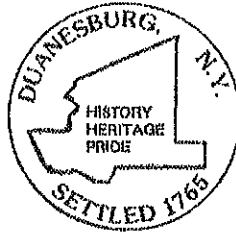


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
 , Deputy Town Clerk
William Reed, Highway Superintendent



Michael Santulli, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

Thursday July 13, 2023
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Wenzel at 7:01PM

Present: Supervisor Wenzel, Council Members Potter, Lucks and Santulli, Town Clerk Jennifer Howe, Town Attorney Terresa Bakner

Absent: Council Member Grant

Call to Order
Pledge of Allegiance

Resolution 87-23: Council Member Potter motioned, seconded by Council Member Lucks to approve the Town Board Meeting minutes of Thursday, June 22, 2023.
Motion carried, 4 ayes

Resolution 88-23: Council Member Potter motioned, seconded by Council Member Lucks to approve the Special Town Board Meeting minutes of Thursday, June 22, 2023.
Motion carried, 4 ayes

Town Clerk, Jennifer Howe read the Town Clerk's Report for June 2023. (Please see attached).

Supervisor, William Wenzel stated that he will have the Supervisor's Report for June 2023 at the next meeting.

Resolution 89-23: Council Member Potter motioned, seconded by Council Member Lucks to pay the attached Payment of Claims (Please see attached).

Motion carried, 4 ayes

Highway: Highway Superintendent Reed stated that we have replenished the stockpile of rubble. Brought stone in town to do our chip seal. Contractor is supposed to be here Monday weather pending. We have 2/3 of our mowing done. The new highway employee is working out well.

Public Safety: Nothing to report.

Parks: Supervisor Wenzel reported that the youth park program started Monday and is going well! Quite the crowd even with the rain.

Sewer District #1, 2 &3: Council Member Lucks reported that MCJ and Brunswick were down at the plant taking down the radio tower that does not work.

Technology: Council Member Santulli reported that there was a broadband meeting last week. Supervisor Wenzel reported that they have a quote from Spectrum to do Sheldon Road for \$110,000. Midtel gave us a rough number in the mid \$30,000's. Waiting to get a physical quote from them.

Business Meeting:

Resolution 90-23: Council Member Potter motioned, seconded by Council Member Lucks to appoint Nathan Smith as a Motor Equipment Operator.

Motion carried, 4 ayes

Resolution 91-23: Council Member Lucks motioned, seconded by Council Member Potter to accept the resignation of Colin Farley as a Court Security Officer.

Motion carried, 4 ayes

Resolution 92-23: Council Member Lucks motioned, seconded by Council Member Santulli to appoint Christopher Avery as a Court Security Officer.

Motion carried, 4 ayes

Resolution 93-23: Council Member Lucks motioned, seconded by Council Member Potter to pay Duanesburg Volunteer Ambulance Corps in the amount of \$16,403.00.

Motion carried, 4 ayes

Discussion: Supervisor Wenzel stated that late last year when we approved the 2023 budget there was a supplemental line that was included with DVAC's budget for additional hours of coverage. We were made aware that the vendor that was going to provide that service was not going to be able to. So, subsequently we made the decision to withhold a portion with the presumption by the board that these would be monies that would not be expended by DVAC. Later we found out that DVAC did hire staff to fill these positions. Council Member Santulli asked for clarification that the contracted hours that were provided. As he understood at the time that the town withheld those funds because we were not getting the services that we contracted for. Council Member Potter stated that regardless of whether that be true or not, my thought is that it is \$16,000 going forward that they can use to put extra people in those ambulances to make sure somebody comes when we get a call. That is why I am in favor of it because I want to be sure that you guys are provided with as much as we can. I want to see people in those ambulances, whatever it takes. Council Member Santulli stated he agrees with that, but I want it to be understood that the taxpayers are not an open wallet. There has to be accountability for the services provided. Medical services are very important. There has to be an understanding that if the cost of services gets too high the taxpayers cannot bear all the burden. Members from DVAC responded to the questions and gave call statistics. The town board will be a meeting with DVAC in the fall to go over next year's budget.

Resolution 94-23: Council Member Lucks motioned, seconded by Council Member Potter to appoint Lorelei Benson as a Substitute Park Counselor for the 2023 Park Program Season.

Motion carried, 4 ayes

Discussion: Supervisor Wenzel stated that it has come up that with some overlapping vacations this season we will need another counselor to fill in. Lorelei has done it in past years, so there was no question that she was the right person.

Privilege of the Floor:

No one wished to talk.

Council Member Lucks motioned, seconded by Council Member Santulli to adjourn. 7:21 pm

I, Jennifer, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday July 13, 2023.

Account#	Account Description	Fee Description	Qty	Local Share	
		Park Rental Fee	1	40.00	
		Parkland Fees	1	500.00	
		Septic Permit	1	75.00	
	Marriage License Fee	Marriage License Fee	1	17.50	
	Misc. Fees	Certified Copies - Death	23	230.00	
		Certified Copies - Marriage	4	40.00	
	Operating Permit	Operating Permit	1	30.00	
	Planning & Zoning Fees	Planning & Zoning Fees	1	100.00	
	Subdivision Major	Subdivision Major	1	500.00	
			Sub-Total:	\$1,532.50	
2110	Variance Application	Variance Application	3	300.00	
			Sub-Total:	\$300.00	
690.01	Village Of Delanson	Village Of Delanson	1	90.00	
			Sub-Total:	\$90.00	
A1255	Conservation	Conservation	6	12.60	
			Sub-Total:	\$12.60	
A2544	AFTER 30 DAYS	AFTER 30 DAYS	8	40.00	
	Dog Licensing	Female, Spayed	14	196.00	
		Female, Unspayed	3	66.00	
		Male, Neutered	28	392.00	
		Male, Unneutered	4	88.00	
			Sub-Total:	\$782.00	
B2555	Building Permits	Building Permits	10	1,185.00	
	Sign Permits	Sign Permits	2	100.00	
	Special Use Permit	Special Use Permit	1	100.00	
			Sub-Total:	\$1,385.00	
Total Local Shares Remitted:				\$4,102.10	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			63.00	
Amount paid to:	NYS Environmental Conservation			215.40	
Amount paid to:	State Health Dept. For Marriage Licenses			22.50	
Total State, County & Local Revenues:		\$4,403.00	Total Non-Local Revenues:		\$300.90

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND
7/13/23

FUND		AMOUNT
General Fund A		23,589.94
General OV B		1,114.02
Highway Fund DA		3,072.86
Highway OV-DB		5,379.86
Lighting District #1		292.99
Lighting District #2		562.55
Lighting District #3		257.83
Planning Board		365.00
Sewer District #1		1,045.12
Sewer District #2		4,555.21
Sewer District #3		697.74
Trust & Agency		406.95
		-
	TOTAL TRANSFERS TO AP	41,340.07

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 90-23

July 13, 2023

WHEREAS, the Town Highway Superintendent has recommended that the Town Board hire Nathan Smith as a Motor Equipment Operator, a non-competitive class position at an hourly rate of \$25.45 per hour as provided for in the Collective Bargaining Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the hiring of Nathan Smith, as a Motor Equipment Operator, a non-competitive class position at an hourly rate of \$25.45 per hour subject to a satisfactory background check and any other requirements of the Collective Bargaining Agreement and as amended by the MOA.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.



William Wenzel, Town Supervisor



Jennifer Howe, Town Clerk

Present: Council members Potter, Santulli + Lucks, Supervisor Wenzel

Absent: Council member Grant

Council Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain Absent
Andrew Lucks	<u>Yea</u>	Nay	Abstain

Town of Duanesburg Town Board

**RESOLUTION #91-23 Approving the Security Guard
Employment Contract**

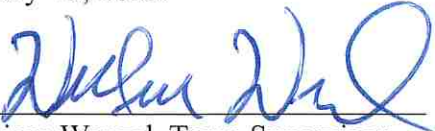
July 13, 2023

WHEREAS the Town Board of the Town of Duanesburg (the "Town") wishes to employ Christopher Avery in the position of Security Guard to provide security services at the Town of Duanesburg Town Justice Court; and

WHEREAS the Town Board previously approved in December of 2022, the attached form employment agreement to be used to memorialize each Security Guard's terms of employment with the Town; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to hire Christopher Avery as Town Justice Court Security Guard in accordance with the terms of the attached employment agreement and to sign the employment agreement on behalf of the Town.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.



William Wenzel, Town Supervisor



Jennifer Howe, Town Clerk

Present: Council members Potter, Santulli + Lucks, Supervisor Wenzel

Absent: Council member Grant

Council Members:

William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Rick Potter	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Dianne Grant	<input type="radio"/> Yea	Nay	Abstain Absent
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement"), dated as of the 13th day of July, 2023, is by and between The Town of Duanesburg (the "Town") and Christopher Avery (the "Employee"). The Town and the Employee are individually referred to herein as "Party" and are collectively referred to herein as the "Parties."

WHEREAS, the Town intends to appoint Employee as a court security guard; and

WHEREAS, the Parties desire to enter into an employment-at-will relationship and written employment-at-will agreement; and

WHEREAS, the Employee shall provide the Town with certain court security services under the terms and conditions described in this Agreement and subject to the resolution of the Town Board of July 13, 2023.

NOW, THEREFORE, in consideration of the facts, mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree to the following terms and conditions:

1. **Appointment.** The Employee shall be appointed by the Town and employed in the classified non-competitive title of "Security Guard." The Employee has provided credentials which meet all of the qualifications and special requirements of the position of "Security Guard," as described in the **Addendum** attached herewith. Upon the Parties' execution of this Agreement, the Town shall submit for approval the nomination of the Employee for the position of Security Guard to the Schenectady County Civil Service Commission (the "**Commission**"). The Employee's appointment shall become effective on the date of the Commission's approval ("**Effective Date**"). The parties agree that the Employee shall be referred to as a Security Guard or the Town in-house title of "Court Officer."
2. **Employment at Will.** Nothing in this Agreement shall be construed to create an employment relationship for a definite or specified period of time or to alter the at-will nature of the relationship between the Parties. Either Party may terminate the employment relationship at any time with or without notice or cause.
3. **Scope of Services.** The Employee shall provide courtroom security for the Town of Duanesburg Justice Court (the "**Justice Court**") at all regularly scheduled court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but will not be limited to the following:
 - a. Arriving at all scheduled court dates a minimum of thirty (30) minutes before the commencement of court proceedings for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where

the Justice Court is located and search for any and all contraband or weapons that may be on the property; .

- b. Operate and secure a magnetometer (if one is used by the Town) which shall be positioned at the entranceway to the Duanesburg Town Hall;
- c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct wand searches of persons entering the courtroom if the situation is warranted in the Employee's professional judgment;
- d. Provide security inside and outside of the courtroom;
- e. Upon adjournment of court, conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled court session;
- f. If appropriately licensed as a peace officer, take custody of individuals remanded by the court and execute warrants.

The Employee will prepare and distribute all security findings and any security recommendations, in writing, to the Justice Court and the Duanesburg Town Board at least once every six months or more often, if requested to do so.

4. Compensation. In consideration of the Employee's agreement to be employed by the Town and for the services to be rendered under this Agreement, the Town agrees to provide compensation to the Employee as follows:

- a. Hourly Rate. The Employee's hourly rate shall be \$35.00 per hour for all regular hours worked.
- b. Hours Worked. The Town will notify the Employee in advance of the days and times on which the Employee is to report to work. The Town will pay the Employee for a minimum of two (2) hours of work for any shift the Employee works for the Town, even if the Employee works less than two (2) hours during such shift. The Employee shall be paid for any additional time worked beyond the two-hour minimum at the regular hourly rate listed above.
- c. Overtime. The Town does not anticipate requiring the Employee to work overtime. Should overtime become necessary, the Town will pay the Employee at the rate of one and a half of the Employee's regular hourly rate as defined in Paragraph 4(a) above for any hours in excess of 40 hours per week. All overtime work must be approved by the Employee's supervisor ahead of time.
- d. Withholding. The Employee's earnings will be reported on the IRS W2 form and will be subject to all applicable state and federal withholdings.

5. Assignment. This Agreement is personal to each of the Parties, and neither Party may assign or delegate any of that Party's rights or obligations under this Agreement without first obtaining the written consent of the other Party, except that the Town may assign and

delegate its rights and obligations under this Agreement to a legal successor to the Town or to an assignee that is an affiliate of the Town.

6. **Notices.** All notices required under this Agreement shall be in writing and shall be deemed to have been served when personally delivered, faxed, sent by overnight courier or mailed to the party to whom it is directed at the address as set forth in the Agreement or such other address as either party shall provide in a written notice to the other.

7. **Miscellaneous.**

- a. **Choice of Law.** This Agreement shall be governed by, and construed exclusively in accordance with, the laws of the State of New York (without giving effect to any choice or conflict of law rules to the contrary), except that there shall be no presumption against the drafter in the interpretation of this Agreement.
- b. **Choice of Forum and Consent to Jurisdiction.** The Parties agree that if any legal disputes arise relating in any way to any aspect of this Agreement, and the actions contemplated hereby, any and all litigation pertaining to such dispute(s) shall be brought in either the New York State Supreme Court, Schenectady County, or in the United States District Court, Northern District of New York, in accordance with the rules of such courts. The Parties hereby consent to the jurisdiction of such courts.
- c. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity of any other provision. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- d. **Contractual Nature and Headings.** The terms of this Agreement are contractual in nature and not a mere recital. Headings contained herein are inserted for convenience only, do not constitute a part of this Agreement and shall not be admissible for the purpose of proving the intent of the parties hereto.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral, concerning the subject matter hereof.
- f. **Modification.** This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by written agreement executed by both Parties expressly referring to this Agreement.

- g. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The waiver of any breach of this Agreement by any Party or the failure of any Party to require performance of any term or obligation of this Agreement, in whole or in part, in any one instance shall not constitute a waiver or prevent any subsequent enforcement of such term or obligation in another instance or be deemed a waiver of any subsequent breach but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

THE TOWN OF DUANESBURG

By: 
William Wenzel, its Supervisor

EMPLOYEE:

Christopher Avery

Town of Duanesburg Town Board

RESOLUTION # 93-23

July 13, 2023

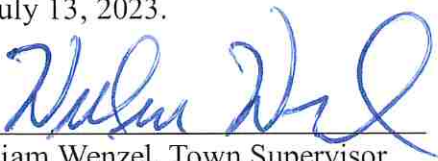
Whereas the Town of Duanesburg Town Board has entered into a contract with the Duanesburg Volunteer Ambulance Corps for the year 2023 which contract was approved by the Town Board and fully signed by the parties;

Whereas the Town Board had some questions concerning staffing retention and payment in the first quarter of 2023 and withheld a portion of the annual payment due in the first quarter of the 2023;

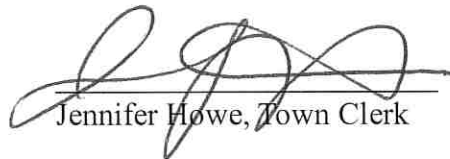
Whereas upon further review of actual labor staffing expenditures made available to the Town Board by DVAC, it was determined that actual staffing labor for the quarter (inclusive of the staff that was hired by DVAC to provide adequate coverage) exceeded the initial labor amount budgeted;

NOW, THEREFORE BE IT RESOLVED that in light of this new information, \$16,403.00 shall be paid to DVAC representing the withheld portion of the contractual amount due for the first quarter of 2023 pursuant to the agreement between the Town and DVAC.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.



William Wenzel, Town Supervisor



Jennifer Howe, Town Clerk

Present: Council member Potter, Santulli, Lucks, Supervisor Wenzel
Absent: Council member Grant

Council Members:

William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Rick Potter	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Dianne Grant	<input type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

Absent